

# CROWN BAY MARINA

Suite 528, 8168 SubBase, St. Thomas, U.S.V.I., 00802 Tel: (340) 774-2255 Fax: (340) 776-2760

## LICENSE AGREEMENT FOR DOCKAGE

SLIP # B03	VESSEL NAME: Big N	LENGTH: 70
FOLIO # 37031	OWNER / CAPTAIN: Rodriguez Ann	BEAM: 20
ARRIVAL DATE: 9/3/2017	KEY #:	DRAFT: 6
DEPARTURE DATE: 9/7/2017		

### OWNER OR AUTHORIZED AGENT'S ADDRESS:

6100 Red Hook CTR B3  
St. Thomas, V.I. 00802

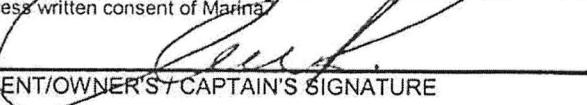
### TEL (HM):

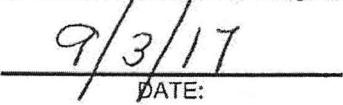
MOBILE: 642-2587

### FAX:

E-MAIL: annrodriguez@yahoo.com

Ownership and No Assignment: The person who has signed this Agreement as Owner hereby represents and warrants that he is in fact and in law the true owner of the Vessel or the duly authorized and empowered agent of the Owner, and that he has full power and right to enter into this Agreement for himself and for the Vessel, and that there are no restrictions of any kind upon him or the Vessel which limit or restrict his right and power to bind himself and the Vessel to each and every term and condition of this Agreement. In the event of any change of ownership of the Vessel, Owner shall give notice thereof in writing to Marina. Owner shall remain responsible to Marina for all sums due and owing hereunder until such new owner enters into an Agreement with Marina, or until Vessel is removed. This Agreement is not transferable or assignable in any way without the express written consent of Marina.

  
AGENT/OWNER'S/CAPTAIN'S SIGNATURE

  
DATE:

## TERMS AND CONDITIONS

Crown Bay Marina (the "Marina") hereby agrees to provide the Owner (herein defined as "Owner" or "Owner's Agent") and Owner hereby agrees to accept from Marina dockage space at the boat slip assigned by Marina (the "Boat Slip") to be used solely for the vessel described on the Registration Card (which together with all of said vessel's motors, engines, machinery, riggings, tackle, apparel, equipment, furniture, accessories and all other appurtenances hereinafter collectively referred to as (the "Vessel"), all upon the terms and subject to the conditions set forth below.

1. Unless terminated earlier pursuant to the terms hereof, this Agreement shall terminate at 11:00 a.m. on the departure date. Payment of Owner's account, including, without limitation, all dockage fees, must be made prior to departure.

2. The intention of the parties is to create a license for the use of dock space in accordance with the Marina Rules and Regulations only with Marina as Lessor and Owner as Licensee. This Agreement confers no leasehold interest upon Owner.

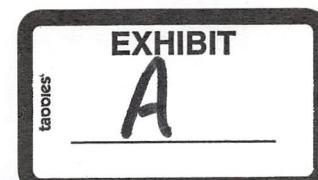
3. Marina's Rules and Regulations, which are posted at Marina's office, are incorporated herein by reference and made a part hereof. Marina reserves the right to alter, amend and modify these Rules and Regulations at any time by posting new ones at Marina's office or by furnishing Owner or person in charge of the Vessel with a copy of the new Rules and Regulations. Owner and his agents, guests, invitees and employees shall comply with the Rules and Regulations of Marina and shall also comply with and conform to the laws, regulations and rules of the Territory of the U.S. Virgin Islands and the United States of America as and to the extent, they may be applicable.

4. Owner warrants and represents that all times during the term of this Agreement, the Vessel shall be maintained in a safe and seaworthy condition by Owner and shall be operated in a careful and safe manner so as not to cause damage to Marina's facilities or to any other property, vessel or persons. OWNER AUTHORIZES MARINA TO TAKE APPROPRIATE ACTIONS AS MARINA SHALL DETERMINE IN ITS SOLE DISCRETION INCLUDING, WITHOUT LIMITATION, REMOVING THE VESSEL FROM MARINA'S PREMISES AT OWNER'S SOLE RISK AND EXPENSE TO ABATE, MITIGATE AND OTHERWISE DEAL WITH THE DANGER AND HAZARDS THAT IN MARINA'S JUDGMENT APPEAR TO BE PRESENT OR FORESEEABLE BY REASON OF ANY UNSAFE OR UNSEAWORTHY CONDITION OF THE VESSEL OR THE OPERATION OF THE VESSEL IN AN UNSAFE MANNER.

OR OTHERWISE NOT WITHSTANDING THE ABOVE, NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY DUTY, OBLIGATION OR RESPONSIBILITY ON THE PART OF MARINA TO ACT IN SUCH CIRCUMSTANCES AND NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY LIABILITY ON THE PART OF MARINA FOR FAILING TO ACT IN SUCH CIRCUMSTANCES.

5. Security of the Vessel: Marina assumes no responsibility for and shall not be liable for the care, protection and security of the Vessel. Use of the Boat Slip and other facilities of Marina shall be at the sole risk of Vessel's Parties. Owner hereby releases and discharges Marina and agrees to indemnify and hold Marina harmless from and against any and all liabilities and claims by reason of any intrusion, theft, vandalism, arson or other criminal acts of any kind or degree on or about the Vessel whether on land or by water. If Owner shall permit any other person to use the Vessel by way of charter (which includes hire or loan), such person shall produce to Marina written evidence of such agreement failing which the Marina reserves the right to prevent the departure of the Vessel.

6. OWNER HEREBY GRANTS TO MARINA A LIEN ON THE VESSEL AND A SECURITY INTEREST THEREIN TO SECURE THE PAYMENT OF ANY AND ALL DOCKAGE FEES, CHARGES OR OTHER SUMS DUE HEREUNDER AND FOR ANY OTHER SERVICES OR MATERIALS RENDERED OR SUPPLIED TO OWNER BY OR ON BEHALF OF MARINA. This lien shall be in addition to any other remedies otherwise available to Marina hereunder or at law or in equity. It is specifically agreed that the use of the Boat Slip and all services or materials provided to Owner by or on behalf of Marina are provided to the Vessel for the credit of the Vessel, and it is understood between the parties hereto that Marina is relying primarily upon the credit of the Vessel for the enforcement of its claim for Dockage Fees and charges for other services or materials supplied to the Vessel. In any action, in rem or in persona, by Marina to enforce a lien of whatever nature, any bond posted pursuant to law releasing the Vessel to Owner shall include an amount sufficient to cover Marina's reasonable attorney's fees and costs provided that Marina may have the amount of any bond posted increased to ensure the posted amount adequately covers all amounts claimed, including interest, costs and attorney's fees without any limitation to any right or remedy Marina may have, whether at law or in equity. Owner agrees to Marina's use of Federal Admiralty procedure in rem under Supplemental Admiralty Rule C.



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RENTAL AGREEMENT OF OWNER OR AGENT

**DATE**

21. Attorney's Fees: Should it become necessary for Marina to obtain the services of a collection agency or attorney to collect sums due and owing to her under her Agreement, she shall pay all costs and expenses, including reasonable attorney's fees, and all court costs incurred by Marina.

22. Acknowledgment: Owner hereby acknowledges that Owner has read and fully understands this License. Agreement and the Marina Rules and Rules and Regulations.

20. Construction of Terms: The terms used in this Agreement and the rules and Regulations shall have the meanings given to them in all such documents.

19. Assignment of Owner shall not assign this Agreement (including possession of the parts thereof) to any other person or entity without Master's prior written consent. Any attempt to do so shall void and unenforceable and shall terminate this Agreement. Owner shall assign his interest in this Agreement to another vessel for the registration card without prior written consent of Master.

18. Partial Invalidity. No implied Waivers and Entire Understanding: If any provision of this Agreement shall be deemed of such effect undiscernable, the entire understanding, notwithstanding any provision to the contrary, shall be construed as if such provision had been omitted.

AGREEMENT. WITHIN THREE YEARS FROM THE DATE OF EXECUTION OF THIS

15. Reassigment to Boat Slip: Marina reserves the right, at its sole discretion, to reassess, move or replace the vessel if slip is deemed necessary by Marina. Subleasing of slips is not allowed except by Marina.

HEREUNDER HAVE BEEN PLACED A COPY OF THE MARRIAGE CONTRACT  
GRANTED MARINA AND HERBIE PADI TO MARINA AND HERBIE  
THE VESSEL UNTIL SUCH TIME AS ALL SUCH MONIES OWE'D TD MARINA  
HAVE BEEN PAID IN FULL, SUCH REMEDY BEING IN ADDITION TO ANY  
OTHER REMEDIES AVAILABLE TO MARINA HEREUNDER AT LAW OR IN  
EQUITY.

CROWN BAY MARINA

DAYWORKER AGREEMENT OF WAIVER  
OF LIABILITY AND ASSUMPTION  
OF RISK

To be signed by Owner/Captain

I am the Captain and/or Owner of the below mentioned vessel. I DO/DO NOT (Circle one) intend to hire or contract with day workers who are not employed by Crown Bay Marina, to work on my vessel while berthed at Crown Bay Marina. I agree, that should I hire or contract with day workers, to waive any right or legal or legal action of any kind against Crown Bay Marina, it's agents or employees, from any damages resulting from this work or any action of the worker.

I know that working on a vessel or in a marina is dangerous work. I know that this worker and other people could be hurt as a result of this worker's actions. I know that this worker could damage or destroy property owned by others or me. I voluntarily assume responsibility for the actions of this worker while under my employ and assume the risks thereof. I agree to assume primary control of this worker's actions. I know that Crown Bay Marina, it's employees and agents are not responsible for anything that this worker does.

I therefore agree, for myself, heirs, administrators and assigns, to assigns, to RELEASE, DISCHARGE AND HOLD HARMLESS Crown Bay Marina, it's employees and agents, from all claims and legal actions for any injuries I or this worker has, or damage to any property, whether or not caused by the negligence or gross negligence of Crown Bay Marina, it's agents or employees, or from any defective equipment.

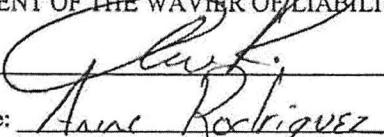
I agree that, by employing this worker on Crown Bay Marina property, I am voluntarily assuming the risks of any injury or property damage that might happen for ANY REASON. I agree that I may not bring any lawsuit or claim of any kind against Crown Bay Marina, It's agents or employees, for any injuries and/or property damage. If I should bring a claim or lawsuit in violation of this agreement, I agree that I shall be liable to Crown Bay Marina for all reasonable attorney's fees and expenses incurred in defending against such a claim or lawsuit.

I further agree to indemnify and reimburse Crown Bay Marina, it's agents, employees or assigns for any injury and/or property damage caused to any property or person as a RESULT OF ANY ACTION OR INACTION ON MY PART. This includes the cost of reasonable attorney's fees and expenses incurred by Crown Bay Marina in defending against any such suit.

I agree that this agreement is being entered into the Territory of the Virgin Islands, and the laws of the Virgin Islands shall govern its terms and conditions. I agree that if any term or conditions is found to be invalid under the laws of the Virgin Islands, this term or conditions shall be stricken from this agreement without affecting the other terms and conditions.

By signing below, I acknowledge that I HAVE READ AND DO UNDERSTAND ALL THE ABOVE CONCERNING THE AGREEMENT OF THE WAIVER OF LIABILITY AND ASSUMPTION OF RISK.

SIGNED:



Print Name:

Anne Rodriguez

Title: BARGE MANAGER

Name of Vessel: Big N

Date:

9/3/17

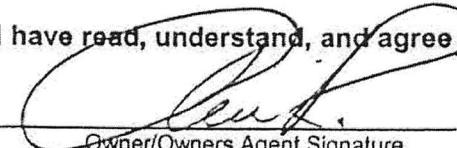
**CROWN BAY MARINA**  
**2017 HURRICANE EVACUATION PROTOCOL**

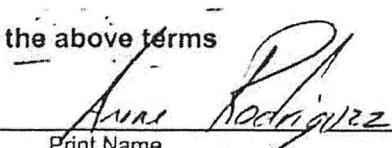
I, Anne Rodriguez, owner/agent of the vessel Big N Barge, docked in Crown Bay Marina agree to the following Hurricane Evacuation Protocol in accordance with the terms below.

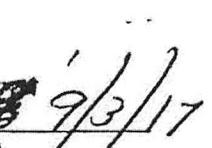
1. Must have a signed Crown Bay Marina License Agreement for Dockage on file.
2. The Marina in its sole discretion reserves the right to demand that all vessels evacuate the Marina and further reserves the right to move or evacuate any unattended vessels at Owner's sole risk and expense.
3. The Owner of any unattended vessel left in Marina AT ANY TIME must (1) provide Marina with name, address and telephone number of caretaker (on St. Thomas, U.S.V.I.) authorized to remove Vessel from Marina. If instructed to do so by the Marina's Management.
4. All vessels upon arrival must provide proof of valid liability insurance coverage with an amount the greater of; the Vessel or \$1.0 million per incident. (Copy of insurance certificate must be attached.)
5. The Owner shall be liable for all damages to the Boat Slip and other facilities owned by the Marina and other boats or vessels or persons on or about Marina's premises caused by the Vessel, Owner's employees, family, agents, invitees or guests (collectively referred to as the Vessels Parties).
6. Any Vessel remaining in the Marina after closing of the port or a mandatory evacuation called by the Marina's Management and will be subject to a \$1,000.00 per day charge. This charge includes any vessel of any length. If the port opens up half day you are still subject to the \$1,000.00 per day. This charge is above and beyond the cost stated in Section 4 of your license agreement. This charge must be settled before the vessel departs the marina.
7. Any Vessel requesting dockage or already docked in Crown Bay Marina when an official "storm watch" is called is subject to all above terms. It is further understood that the Marina's policy is to disconnect utility services during hurricane season at many slips and does not guarantee the slip that you would be assigned to will have utilities available.

**CROWN BAY MARINA SHOULD NOT BE CONSIDERED A SAFE HARBOR DURING TROPICAL WEATHER CONDITIONS.**

I have read, understand, and agree to the above terms

  
Owner/Owners Agent Signature

  
Print Name

  
Date  
9/3/17